

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF OREGON

JAMES L. HEBE,

Plaintiff,

v.

SEAGRAVE FIRE APPARATUS, LLC,

Defendant.

CV 07-155 AS

OPINION AND ORDER

DAVID B. MARKOWITZ
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MARSH, Judge.

Plaintiff brings this action for unpaid wages, other compensation, and statutory penalties, as well as damages for breach of an employment agreement. Defendant filed a motion to dismiss for improper venue (doc. 4), asserting plaintiff's claim is subject to a forum selection clause in a separate limited partnership agreement that requires this action to be brought in Delaware. The employment agreement between the parties does not contain such a clause.

On April 9, 2007, Magistrate Judge Ashmanskas issued a Findings and Recommendation (doc. 14) that defendant's motion should be denied. Defendant has filed timely objections and the matter is now before me pursuant to 28 U.S.C. § 636(b)(1)(B) and Fed. R. Civ. P. 72(b) on de novo review. See 28 U.S.C. § 636(b)(1)(C); Bhan v. NME Hospitals, Inc., 929 F.2d 1404, 1415 (9th Cir. 1991).

I have reviewed the record and conclude that Magistrate Judge Ashmanskas carefully evaluated the provisions of the limited partnership agreement containing the forum selection clause and correctly determined that the employment agreement claim at issue is not governed by or related to the limited partnership agreement.

Finding no error in the Findings and Recommendation, I adopt

them as my own. Defendant's motion to dismiss (doc. 4) for improper venue is **DENIED**.

IT IS SO ORDERED.

DATED this 18 day of May, 2007.

_____/s/ Malcolm F. Marsh_____
MALCOLM F. MARSH
United States District Judge